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Attorney Docket No. 001-042000US

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Confirmation No.: 7328

Daniel J. Potter  
Richard E. Stehr

OFFICIAL

Application No.: 10/609,206

Group Art Unit: 3731

Filed: 26 June 2003

Examiner: Not Yet Assigned

For: SPLITTABLE CANNULA HAVING RADIOPAQUE MARKER

Commissioner for Patents  
Washington, D.C. 20231

**NEW POWER OF ATTORNEY AND REVOCATION  
OF PREVIOUS POWERS OF ATTORNEY**

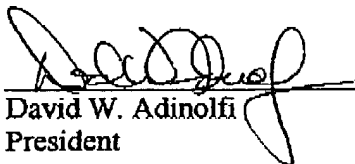
Sir:

As assignee of record of the entire right, title, and interest in the above-referenced patent application per the attached Statement Under 37 CFR § 3.73(b), all powers of attorney previously given are hereby revoked, and I hereby appoint V. Roland Smith, who is Patent Counsel at St. Jude Medical, Daig Division, Inc., Reg. No. 37,727, together with the patent practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the United States Patent and Trademark Office in connection therewith, and I direct that all correspondence and telephone communications be addressed to Reed. R. Heimbecher, Reg. No. 36,353, at (303) 279-8888 of the below Customer Number:

**USPTO Customer No. 33486**

Dated this 11<sup>th</sup> day of May 2004  
~~2003~~

ASSIGNEE:  
St. Jude Medical, Daig Division, Inc.

By:   
Name: David W. Adinolfi  
Title: President

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PTO/SB/98 (08-03)  
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### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Daniel J. Potter and Richard E. Stehr

Application No./Patent No.: 10/609,206 Filed/Issue Date: 26 June 2003

Entitled: Splittable Cannula Having Radiopaque Marker

St. Jude Medical, Daig Division, Inc., a corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
 in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

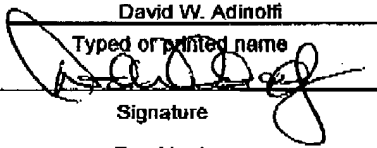
1. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.  
 [NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

May 11, 2004  
 Date  
(800) 328-3873  
 Telephone number

David W. Adinolfi  
 Typed or printed name  
  
 Signature  
President  
 Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

### ASSIGNMENT

WHEREAS, WE, Daniel J. Potter of 9653 Lansing Avenue North, Stillwater, Minnesota 55082, and Richard E. Stehr of 771 Fischer Circle, Stillwater, Minnesota 55082, hereinafter ASSIGNORS, have invented certain new and useful improvements in SPLITTABLE CANNULA HAVING RADIOPAQUE MARKER, for which United States patent application number 10/609,206 was filed on 26 June 2003;

AND WHEREAS St. Jude Medical, Daig Division, Inc., a corporation organized and existing under the laws of the State of Minnesota, and having a business address at 14901 DeVeau Place, Minnetonka, Minnesota 55345, hereinafter ASSIGNEE, is desirous of acquiring the entire right, title, and interest in, to, and under said invention, said application, and any and all patents to be obtained therefor throughout the world;


NOW, THEREFORE, for and in consideration of One Dollar (\$1.00 USD) and other good and valuable consideration to us in hand paid by ASSIGNEE, the receipt of which is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do hereby sell, assign, and transfer unto ASSIGNEE, its successors and assigns, our entire right, title, and interest in and to said invention, said application, all divisions, continuations, continuations-in-part, reissues, or renewals thereof, and said patents, both foreign and domestic, that may or shall issue, including all of our entire rights under any and all international conventions;

AND WE HEREBY authorize ASSIGNEE, its successors and assigns, or anyone it may properly designate, to apply for patents, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and otherwise take advantage of the provisions of any and all international conventions;

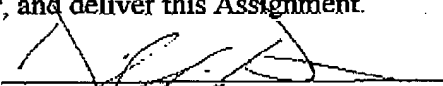
AND WE HEREBY authorize and request any official of any State whose duty consists of issuing patents, or other evidence or forms of any industrial property protection on any aforesaid application, to issue same to ASSIGNEE, its successors and assigns, in accordance herewith;

AND WE HEREBY covenant and agree with ASSIGNEE, its successors and assigns, that we have the full right to convey the entire interest assigned herein, and that we have not executed, and will not execute, any agreement in conflict herewith, and that we will not do any other act whatsoever conflicting with these presents, and that we or our successors, assigns, executors, or administrators will at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, its successors and assigns, communicate to ASSIGNEE, its successors and assigns, any facts known to ASSIGNORS respecting said invention, and testify in any legal proceedings, sign any lawful papers, execute any original, divisional, continuation, and continuation-in-part applications, make any rightful oaths, and generally do such additional acts as ASSIGNEE, its successors and assigns, may deem necessary or desirable to obtain and enforce proper protection for said invention throughout the world;

AND WE HEREBY FURTHER covenant and agree that this Assignment is effective as of 26 June 2003.

Assignors' Initials  


IN TESTIMONY WHEREOF, ASSIGNORS hereunto set their hands on the under-mentioned day and year, and deliver this Assignment.

Date: 05 MAR 04  
Daniel J. PotterDate: 23 FEB '04  
Richard E. Stehr

TODAY, BEFORE ME, a Notary Public in and for the under-mentioned place, personally appeared Daniel J. Potter, to me known and known to me to be the person of that name, who signed the foregoing Assignment and acknowledged that execution of the same was a free act and deed.

March 5, 2004  
(Date)Minnetonka  
(Place)

SEAL

Jan. 31, 2005  
(Commission Expiry Date)  
(Notary Public: Signature and Name)

TODAY, BEFORE ME, a Notary Public in and for the under-mentioned place, personally appeared Richard E. Stehr, to me known and known to me to be the person of that name, who signed the foregoing Assignment and acknowledged that execution of the same was a free act and deed.

Feb. 23, 2004  
(Date)Minnetonka, MN  
(Place)

SEAL

Jan. 31, 2005  
(Commission Expiry Date)  
(Notary Public: Signature and Name)

Assignors' Initials

DSR

SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid Assignment, transfer, and set over of said invention;

AND, IN TESTIMONY WHEREOF, said ASSIGNEE hereunto sets its hand on the under-mentioned day and year.

4/22/04  
(Date)

[Signature]  
(ASSIGNEE: Title, Signature, and Name)

Barbara A. Anstett  
(Witness: Signature and Name)  
Barbara A. Anstett

Louisa Efrig Pineault  
(Witness: Signature and Name)  
Louisa Efrig Pineault

Assignors' Initials  
ASP